

AMERICAN ARBITRATION ASSOCIATION

FOP LODGE #5

:
: Case No. AAA 0708-09
:
: Grievant: Anthony Ferriola
:

—and—

CITY OF PHILADELPHIA

SETTLEMENT AGREEMENT

WHEREAS, the City of Philadelphia (“City”) and the Fraternal Order of Police, Lodge No. 5 (“FOP”) are parties to a collective bargaining agreement; and,

WHEREAS, Anthony Ferriola (“Ferriola”) is employed by the City and a member of the bargaining unit represented by the FOP; and,

WHEREAS, on April 23, 2009, Ferriola was charged with violation of Article I, § 1.75 of the Disciplinary Code, Conduct Unbecoming an Officer, and notified that he would serve a 30-day suspension and be dismissed at the end of the 30-day period (the “dismissal”);

WHEREAS, Ferriola initiated a grievance, contending that the City violated the collective bargaining agreement; and,

WHEREAS, the City denies that it has, in any way, violated the collective bargaining agreement with the FOP; and,

WHEREAS, the matter has proceeded unresolved to the above-captioned arbitration; and,

WHEREAS, the parties wish to resolve this matter without resort to further litigation;

NOW, THEREFORE, the parties agree as follows:

1. The charge of “Conduct Unbecoming an Officer: Repeated Violations of Department Rules and Regulations, and/or Any Other Course of Conduct Indicating that a Member has Little or No Regard for His/Her Responsibility as a Member of the Police Department,” Section 1.75 of the Disciplinary Code, will be withdrawn by the City and fully expunged from his personnel record.
2. The City will reinstate Ferriola with full restoration of seniority, longevity, pension and benefits and pay him \$7,500.00. In connection with this Settlement Agreement, the City, FOP, and Ferriola contemplate and intend and agree that the above referenced payment to Ferriola constitutes compensation for damages received on account of personal physical injuries or physical sickness arising from or related to, or claimed to be arising from or related to, the dismissal within the meaning of Section 104(a)(2) of the Internal Revenue code as amended. Payment will be made within 60-90 days of execution of this Release.

2. In consideration of the foregoing, the FOP and Ferriola agree to withdraw the grievance and demand for arbitration in this matter.
3. Nothing in this Agreement shall be construed as an admission by the City that it, in any way, violated the collective bargaining agreement.
4. This Agreement is not intended in any way to set precedent or to prejudice the respective positions of the parties with respect to this matter or any other future disputes, grievances, or other legal matters. This Agreement may not be introduced, or referred to, for any purpose by either party in any subsequent administrative, judicial, or other legal proceedings. This Agreement may, however, be used in any proceeding necessary to compel enforcement of the Agreement.
5. Ferriola, the FOP, and the City agree to maintain the confidentiality of the terms of this Agreement. If asked about the result of this dispute between the FOP and Ferriola and the City, the parties agree that their only response will be that the dispute has been "resolved" and that the parties are prohibited from discussing the terms of the resolution.
6. By entering into this Agreement, all parties hereto acknowledge that they have read the Agreement, have had the opportunity to review its terms and conditions with their respective counsel, understand said terms and conditions, enter into this Agreement voluntarily, and agree to be bound hereby.
7. By entering into this Agreement and in exchange for the promises made herein, the FOP and Ferriola for themselves, their agents, legal representatives, assigns, heirs, legatees, administrators, personal representatives and executors (collectively, the "Releasing Parties") agree to and hereby do forever release, discharge and hold harmless the City, its present or past divisions, affiliates, partners, contracting parties, predecessors, successors or assigns and their respective current and former trustees, directors, officers, employees, contractors, members, attorneys and agents of each of them, and any of their successors or assigns (collectively, the "Released Parties"), from any and all claims, demands, actions, liabilities and other claims for relief and/or remuneration whatsoever, whether known or unknown, arising from or which could have arisen from the facts and circumstances giving rise to the Grievance described above, including, but not limited to, any alleged violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., as amended; The Civil Rights Act of 1991, as amended; Sections 1981 through 1988 of Title 42 of the United States Codes, 42 U.S.C. § 1981-1988, as amended; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., as amended; the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 201 et seq., as amended; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq., as amended; the Equal Pay Act of 1963, 29 U.S.C. § 206(d), as amended; The Consolidated Omnibus Budget Reconciliation Act of 1985, I.R.C. § 4980B, as amended; The Americans With Disabilities Act, 42 U.S.C. § 12101 et seq., as amended; The Rehabilitation Act of 1973, 29 U.S.C. § 791 et seq., as amended; The Fair Credit Reporting Act, 15 U.S.C. § 2101 et seq., as amended; The Pennsylvania Human Relations Act, 43 P.S. § 951 et seq.; the Philadelphia Fair Practices Ordinance, the Philadelphia Code § 9-1101 et seq.; and any other federal, state or local civil or human rights, wage or hour, pension, labor or employment laws, rules, regulations, public policy, contract, common or tort laws. The FOP and Ferriola further confirm that no other claim or proceeding arising from or which could have arisen from the facts and circumstances giving rise to the underlying Grievance exists in any

forum or form and covenant not to file any charge, complaint or action in any forum or form based upon anything giving rise to the underlying Grievance. By signing this Agreement, no party admits any wrongdoing.

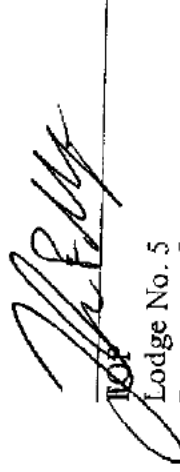
The Releasing Parties further agree that if any action is brought on their behalf with regard to the claims and causes of actions released in this Paragraph, the Releasing Parties will not accept any payment, benefit or other remuneration relating to any such claims or causes of action.

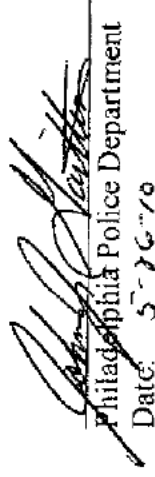
8. By entering into this Agreement and in exchange for the promises made herein, Ferriola, for himself, his agents, legal representatives, assigns, heirs, legatees, administrators, personal representatives and executors voluntarily and of their own free will agree to and hereby do forever release, discharge and hold harmless the FOP, its present or past divisions, affiliates, partners, contracting parties, predecessors, successors or assigns and their respective current and former trustees, directors, officers, employees, contractors, members, attorneys and agents of each of them, and any of their successors or assigns, from any and all claims, demands, actions, liabilities and other claims for relief and/or remuneration whatsoever, whether known or unknown, arising from or which could have arisen from the FOP's representation of Ferriola in connection with the Grievance described above.

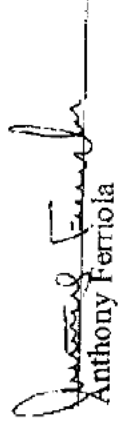
WHEREFORE, the FOP, the City, and Ferriola, intending to be legally bound by this

Agreement, enter into this Agreement this _____ day of _____, 2010, as

evidenced by their signatures or the signatures of their representatives below.


Lodge No. 5
Date: 5-27-10


Philadelphia Police Department
Date: 5-26-10


Anthony Ferriola
Date: 5/27/2010
D.O.B.: [REDACTED]
Soc. Sec. No.: [REDACTED]
Address: [REDACTED]